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MISCELLANY.**Virginia Board of Law Examiners.****Roanoke, Va., June 24, 1914.****QUESTIONS.**

1. James Walter conveys to William Poindexter, with special warranty of title, a tract of land containing 100 acres. It later develops that at the time of the conveyance Walter owned but an undivided half interest in the land, his father owning the other half. Five years later the senior Walter dies, leaving James as his sole heir. As between Poindexter and James Walter who owns the undivided half interest of which the senior Walter died seized?
2. State the difference in form and in effect between a deed of trust and a mortgage.
3. William Smith agrees to lease for a period of ten years his home farm at the price of \$100.00 per annum. He employs you to draw the lease. What are the essential elements of such an instrument?
4. Name four essential characteristics of a remainder.
5. State the effect both at common law and in Virginia of a decree of divorce *a mensa* as to the property rights of the parties.
6. In December, 1913, Charles Jones executes and delivers a deed of trust on a flock of 100 sheep to secure the Bank of Lexington in the sum of \$400.00. There is an increase in the flock to the extent of 75 lambs, and on June 1st a judgment creditor of Jones levies an execution on the lambs for his judgment. Whose rights are prior as between the bank and the judgment creditor?
7. What is the difference at common law and in Virginia as to the mode of perfecting the gift of a chattel?
8. What is the office of a petition in a pending suit in chancery?
9. What principles govern a court of equity in determining whether it will set aside or confirm a judicial sale?
10. The Front Royal National Bank obtains a judgment against William Reid in the Circuit Court of Rappahannock county, Reid being a resident of that count. Reid owns no personalty, but he is the owner of a tract of land in Warren county. The bank employs you to subject the land to the lien of its judgment. Where could you proceed?
11. James Smith, William Lewis, John Moore and Charles Jones jointly execute a bond for \$1,000.00. Smith and Lewis become insolvent and Jones is compelled to pay entire sum. Jones employs you to protect his rights. State:
 - (1) How would you proceed?
 - (2) From whom and what amount would you recover?
12. When, if at all, will a court of equity decree the specific performance of a parol contract for the sale of land?

13. The Warren Realty Company owns a tract of land containing 500 acres. On January 1, 1910, it conveys 50 acres to Charles Hughes; on June 1, 1910, it conveys 100 acres to William Hart, and on February 1, 1911, it conveys the residue to John Williams. All of the sales were for a valuable consideration, were *bona fide*, and all of the deeds were duly and promptly admitted to record. Upon an examination of the title it later develops that the realty company had on December 1, 1908, given a deed of trust on the entire tract to secure the payment of a bond for \$5,000.00. Litigation results, and the matter is referred to you as a commissioner in chancery. What report would you make as to the respective rights of the parties?

14. In the spring of 1912 the Albemarle Building Corporation erects a department store in the city of Charlottesville. The building is finally completed on August 1, 1912. The plasterers on August 2d file a mechanics' lien for \$1,500.00; on August 10th, the bricklayers file their lien for \$1,000.00; and on September 16th, the lumber dealers and carpenters file their liens for \$6,000.00, thus making the aggregate liens \$8,500.00. The property is sold under a decree of the court and it brings \$7,000.00. What, if any, is the order of priority among these liens creditors?

15. William Johnson is engaged in the mercantile business, and his assets consist of a stock of merchandise and a debt owing him by the Southern Railway Company. On June 1st, the Luray Supply Company obtains a judgment against him for \$500.00, upon which the clerk issues an execution and delivers to the sheriff on the same day. On June 4th, Johnson makes a general deed of assignment, conveying his entire stock and all debts that may be owing him to a trustee for the benefit of all of his creditors, which assignment was forthwith recorded. One June 10th, the sheriff levies his execution on the stock of merchandise and on the same day he garnishees the railway company. What are the rights of the judgment creditor and the trustee, respectively?

16. Frank Warner institutes an action against the Norfolk and Western Railway Company for \$10,000.00 for personal injuries alleged to have been negligently sustained. The jury returns a verdict of \$250.00. What are the rights of the respective parties to carry the case to the Supreme Court of Appeals?

17. Charles Morris is the head of a family and a resident of Jefferson county, W. Va. He owns a farm situated in Clarke county, Va., worth about \$1,500.00; he also owns personalty on the farm worth about \$500.00. He owns no other property anywhere. The Bank of Clarke County catches him in Clarke, sues him on a note for \$500.00, and obtains judgment. He consults you as to his rights to claim the homestead exemption. Assuming that the note did not waive the homestead, what would you advise?

18. Name three rules of common law pleading which tend to prevent obscurity and confusion.

19. William Jones, of Warren county, holds a note executed by Frank Smith, of Fauquier county, for the sum of \$200.00. Smith failing to pay the note, Jones proceeds by notice of motion under section 3211, catches Smith in Warren, and the sheriff serves a copy of the notice on him. When the case is called Smith's attorney moves to dismiss for the lack of jurisdiction. What should be the order of the court?

20. William Irvings employs you to write his will. You deliver the instrument to him, which he duly signs and which is properly witnessed. Irvings carries the will home, and the next day dies. The will can nowhere be found. A beneficiary under the will brings a suit to establish its contests. What presumption of law, if any arises?

21. William Vance dies leaving an estate of \$10,000.00. His widow and two infant children survive him. The widow desires to qualify as his admipistratrix and also as guardian for her children. Where and how would you proceed?

22. James Hawley desires to borrow \$1,000.00. Not knowing from whom you, as his attorney, will obtain the loan, he executes a bond for the amount, leaving the payee blank. You obtain the money from the Albemarle Trust Company and you then insert the name of the trust company in the bond. Can Hawley successfully resist a suit on the bond?

23. William Smith, an infant, sells and conveys to Charles Wines a tract of land for the sum of \$1,500.00 cash. Discuss briefly the infant's rights on becoming of age.

24. William Robinson purchases of David Strickler a horse, which the latter warrants to be sound. The horse is delivered to Robinson, who pays Strickler the purchase money. Robinson soon discovers that there has been a breach of the warranty and consults you as to his rights. State briefly what two remedies you could pursue and what would be the measure of your recovery in each.

25. State briefly how you would proceed to obtain a charter for a corporation in Virginia to engage in the orchard business.

26. After the above corporation is formed, it issues to James Henry twenty shares of its stock at 50 per cent. of its par value, giving him "paid up" certificates. The concern becomes insolvent, and the creditors consult you as to their rights to compel Henry to pay the remaining 50 per cent. What would you advise?

27. On January 1, 1913, Samuel Ferguson makes a loan of \$1,000.00 to Henry James, and at the same time he takes out a fire insurance policy on James' house for \$1,000.00, and also a policy on James' life for \$1,000.00, paying the premiums thereon for one year. On May 1, 1913, the debt is paid, and on June 5th James' house is de-

stroyed by fire and he loses his life in the flames. There have been no transfer of the policy. What are Ferguson's rights under the respective policies?

28. What is the test of one partner's authority to bind the partnership?

29. A, B and C are joint tort-feasors against D. The latter elects to sue A and obtains a judgment for \$300.00. It later develops that A is insolvent and the judgment cannot be made. Can D sue B and C or either of them?

30. A father and his infant son are struck by a passing train at a railway crossing. The father, who was driving an automobile, was guilty of negligence which proximately contributed to the accident. The child dies from his injuries, leaving his father as the sole beneficiary. In an action by the infant's administrator, does the contributory negligence of the father bar a recovery?

31. Discuss briefly the doctrine of confusion as a source of title to personal property.

32. Name four rules to be observed in the construction of statutes.

33. What is necessary to sustain a plea of former jeopardy in a criminal prosecution?

34. What is the cardinal difference in legal effect between negotiable and non-negotiable instruments?

35. Give three exceptions to the rule in Virginia that husband and wife shall be competent to testify for or against each other in civil cases.

36. When, if at all, are the declarations of an agent admissible in evidence against his principal?

37. What is the rule in Virginia as to the order in which evidence is admissible in the trial of a case?

38. State three methods by which one can impeach an adversary's witness.

39. To what extent, if any, is the privilege of the writ of *habeas corpus* guarded by the Federal Constitution?

40. Give two canons of the Code of Ethics as adopted by the Virginia State Bar Association.

Successful Applicants.

Bell, C. D.....	Bagley's Mill, Va.
Berman, Harry, Jr.....	Danville, Va.
Blanchard, Frank Baylor.....	Bristol, Tenn.
Bosman, George DeCato.....	Portsmouth, Va.
Bragg, Ralph L.....	Roanoke, Va.
Brooks, John Callan.....	Charlottesville, Va.
Brown, Waller Straley.....	Staffordsville, Va.
Buchanan, A. C.....	Tazewell, Va.
Caldwell, Lawrence C.....	Richmond, Va.

Carner, Emmet R.....	Richmond, Va.
Craft, Ryland.....	Big Stone Gap, Va.
Womack, Charles, Jr.....	Richmond, Va.
Crowder, Eldon Kent.....	Covington, Va.
Dillard, Percy Hunter, Jr.....	Rocky Mount, Va.
Dunnington, W. G., Jr.....	Farmville, Va.
Edmunds, James Easley, Jr.....	Lynchburg, Va.
Ellyson, Stiles H.....	Bon Air, Va.
Feldman, Israel R.....	Salisbury, N. C.
Ferguson, Leslie F.....	Appomattox, Va.
Flaherty, Richard Warner.....	Lynchburg, Va.
Ford, Wm. V.....	Luray, Va.
Fox, A. G.....	Salem, Va.
Gellman, Samuel H.....	Richmond, Va.
Gianniny, Lawrence Gleason.....	Charlottesville, Va.
Gilkeson, W. I.....	Norfolk, Va.
Glasgow, Charles Spears.....	Lexington, Va.
Goldbarth, Irvin S.....	Richmond, Va.
Goode, David Beck.....	Gastonsburg, Ala.
Goolsby, R. G.....	Marion, Va.
Hall, Channing W.....	Berkley, Va.
Hall, Wilbur C.....	Leesburg, Va.
Handy, Boling H.....	Emory, Va.
Hathaway, Harold Grant.....	Norfolk, Va.
Hubbard, Edmund F.....	Mt. Airy, Va.
Hume, Julien R.....	Norfolk, Va.
Hurt, Joseph M., Jr.....	Blackstone, Va.
Johnstone, J. W. C.....	Richmond, Va.
Jones, Archer Lee.....	McKenney, Va.
Keith, A. A. Morson.....	Richmond, Va.
King, R. Sidney.....	Windsor, Va.
Kirkpatrick, John.....	Lynchburg, Va.
Lemon, Berlin Richard.....	Point Bank, Va.
Mann, Herbert S.....	Richmond, Va.
Mayhew, Horace Edward.....	Roanoke, Va.
Merrill, Ernest Stringer.....	Greenbackville, Va.
Miller, W. D.....	Richmond, Va.
Morrisett, Carlisle Havelock.....	Lynchburg, Va.
Morrison, Jacob Charles.....	Fairfield, Va.
McBain, Williard Payson.....	Richmond, Va.
McMillan, Emmet Earle.....	Gastonsburg, Ala.
Noble, Charles S.....	Hanover, Pa.
Overton, Nelson C.....	Newport News, Va.
Owen, R. A.....	Lynchburg, Va.
Parkins, W. S.....	Middleburg, Va.
Patterson, Jas. S.....	Richmond, Va.

Plunkett, Walter C.....	Roanoke, Va.
Powell, Junius L.....	Wytheville, Va.
Prieur, W. L., Jr.....	Norfolk, Va.
Robertson, Archibald G.....	Staunton, Va.
Self, Levi L.....	Lone Oak, Va.
Smith, D. McR.....	Norfolk, Va.
Smith, G. Walter.....	Norfolk, Va.
Smith, Merriman Starkey.....	Roanoke, Va.
Spigel, Louis.....	Portsmouth, Va.
Spratt, Harry L.....	Richlands, Va.
Stuart, Albert.....	Montrose, Va.
Thomas, Harry R.....	Clarendon, Va.
Walker, Maurice E.....	University of Virginia
Wallerstein, Morton L.....	Richmond, Va.
White, D. Frank.....	Parksley, Va.
White, Earle W.....	Norfolk, Va.
Williams, S. H.....	Lynchburg, Va.
Wingfield, John R., Jr.....	Charlottesville, Va.
Zelevnik, Arnold F.....	Richmond, Va.

The Law of the Air.—The Supreme Court of Germany had occasion recently to make some law on the subject of air navigation. The German Civil Code, which covers terrestrial conditions pretty thoroughly, has not as yet been made applicable to matters celestial, but the court had no trouble in deciding the case before it on principle.

Two flying machines ascended from the same station within a short time of each other. The first one chose what was known as the outer course. When the second one ascended, choosing the inner course, the first one changed its course and got in the way of the second. A collision followed and both were thrown to the ground. The first one was badly injured, and its owner sued the owner of the second machine, on the ground that the collision was caused by its peculiar construction, which made it impossible for its operator to look down. Three courts passed on the case, the trial court, and two appellate courts, and all of them held against the plaintiff on the ground that the collision was caused by the changing of the course of his machine after the other one had ascended.—National Corporation Reporter.